

EXHIBIT C

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22 **UNITED STATES DISTRICT COURT**
23 **FOR THE DISTRICT OF NEVADA**

24 AIM HIGH INVESTMENT GROUP, } Case No. 2:22-cv-00158-GMN-DJA
25 LLC, }
26 Plaintiff/Counter- }
27 Defendant, }
28 v. }
29 SPECTRUM LABORATORIES, LLC }
30 Defendant/Counter- }
31 claimant. }

32 In accordance with this Court's Scheduling Order (ECF #18), LPRs 1-6 and 1-11, and
33 the Court's Order granting, in part, Aim High's motion to strike (ECF #83), Spectrum
34 Laboratories, LLC submits its Second Amended Disclosure of Asserted Claims and
35 Infringement Contentions. The following disclosures and contentions are not admissions
36 for purposes of claim construction. By serving these contentions, Spectrum does not

1 represent that discovery on the issue of infringement is complete or that Spectrum has
 2 completed its infringement investigation against Aim High.

3 Spectrum has served Interrogatories and Rule 34 Requests for Production upon Aim
 4 High to compel it to disclose information about its businesses, the accused products,
 5 methods of manufacture, and the products' formulations and chemistry. Aim High's
 6 responses, and potentially third-party subpoena responses, should provide Spectrum with
 7 additional details about their infringing acts. Further, Spectrum expressly reserves its right
 8 to seek additional discovery on the issue of infringement or to raise additional bases for
 9 infringement. Spectrum therefore reserves its right to amend and supplement its
 10 contentions if it discovers additional relevant material bearing on these issues. Subject to
 11 and without waiver of the foregoing reservations, Spectrum makes the following disclosures
 12 and contentions.

13 **I. Asserted Claims, the Accused Product, and Description of Acts of**
 14 **Infringement (LPR 1-6(a), (b), and (d))**

15 Aim High has directly infringed claims 1-13 of the '776 patent and claims 1-13 of the
 16 '105 patent by making, using, selling, offering to sell, and/or importing at least the *XStream*
 17 Synthetic Urine Product

18 Aim High has induced and contributed to infringement of claims 1-4 of the '776
 19 patent and claims 1-3 of the '105 patent by selling *XStream* with the specific intent that
 20 downstream buyers of *XStream* infringe by using those products, which is an act of direct
 21 infringement.

22 Aim High has induced and contributed to infringement of claims 1-4 of the '776
 23 patent and claims 1-3 of the '105 patent by selling *XStream* with the specific intent that
 24 downstream buyers of *XStream* infringe by reselling or offering to resell those products,
 25 which is an act of direct infringement.

1 Aim High has induced infringement of claims 1-13 of the '776 patent and claims 1-13
2 of the '105 patent to the extent it instructed others, including (without limitation)
3 manufacturers, suppliers, vendors, independent contractors, or employees, to perform the
4 following acts of direct infringement: (a) manufacture synthetic urine covered by claims 1-4
5 of the '776 patent and claims 1-3 of the '105 patent, or (b) use the methods covered by claims
6 5-13 of the '776 patent and claims 4-13 of the '105 patent to manufacture synthetic urine.

7 **II. Claim Charts (LPR 1-6(c))**

8 Spectrum will prove infringement of claims 1-13 of both the '776 and '105 patent
9 through evidence of infringement, the statutory presumption conferred by 35 U.S.C. § 295
10 (as to the method claims), or both. The charts below identify specifically where each
11 element of each asserted claim is found within each accused product.

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'776 Patent

Claim 1	Infringement Contention
A synthetic urine solution comprising:	<i>XStream's</i> box and website marketing confirms the product is a synthetic urine solution, <i>see xurine.com and xstreamurine.com.</i> ¹
water having a pH between 3 and 10;	<i>XStream</i> has water having a pH between 3 and 10.
creatinine and a biocide, said creatinine and biocide dissolved within said water to form a solution exhibiting a specific gravity and said creatinine and biocide selected in relative concentrations to minimize sepsis;	Aim High's website marketing confirms that <i>XStream</i> has creatinine, and Aim High did not deny that its product contains creatinine during pre-litigation communications; <i>XStream</i> has at least one biocide, namely methylisothiazolinone, which is an isothiazolinone; and the concentrations of biocide relative to creatinine minimize sepsis as demonstrated at least by the product not spoiling on store shelves or elsewhere.

¹ At this stage, Spectrum takes no position as to whether the preamble is limiting. Instead, Spectrum merely shows that, if the Court determines that it is limiting, then the limitation is found in accused products.

1 at least one dissociated ionic compound also
 2 dissolved within said solution to adjust the specific gravity of the solution to between
 3 1.005 g/cm³ and 1.025 g/cm³; and

XStream has at least one dissociated ionic compound, namely chloride; XStream has a specific gravity between 1.005 g/cm³ and 1.025 g/cm³. Spectrum further states that the Element test report that was provided to Aim High's counsel at his request on October 11, 2021, shows that XStream contains chloride and has a specific gravity of 1.010 g/cm³ at 25 deg. C. Spectrum also states that Aim High's non-infringement contentions do not dispute the presence of this limitation in XStream. Spectrum provides this supplemental information to comply with the Court's June 30, 2023 Order to allow Aim High to understand Spectrum's theory of infringement, and not to actually prove infringement. Spectrum provides this statement without waiver of any undisclosed work-product, including work-product relating to Element testing. Spectrum has not yet decided what evidence it will rely upon to prove infringement at the summary judgment and trial stages, and it has not yet selected any testifying expert. Spectrum will make those decisions later in accordance with the Court's case schedule, including deadlines for the disclosure of testifying expert reports and dispositive motions and briefing.

1 wherein said biocide is selected from the 2 group consisting of 2-bromo-4- 3 hydroxyacetophenone, bronopol, 4 carbamates, chlorothioethers, 2-2-Dibromo- 5 3-nitrilopropionamide, 2- 6 (Decylthio)ethanamine, glutaraldehydes, 7 isothiazolines, Methylene bis(thiocyanate), 8 polyquat, Alkyldimethylbenzylammonium 9 chloride, sulfones, Bis(tributyltin) oxide, 10 tertbutylazines, Tetrachloro-2, 11 4, 6-cyano-3-benzonitrile, 2(thiocyanomethylthio)benzothiazole, thiones, Tetrakish(hydroxymethyl)phosphonium sulfate, Tributyltetradecylphosphonium chloride, peroxides, hypochlorites, and super oxides.	<i>XStream</i> has at least one of the claimed biocides, namely methylisothiazolinone, which is an isothiazolinone.
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12 Claim 2	Infringement Contention
13 The synthetic urine solution of claim 1, 14 further including urea dissolved within said solution.	<i>XStream</i> meets the limitations of claim 1 (as set forth above) and has urea dissolved within the solution, as advertised by Aim High on its website: https://www.xstreamurine.com/xstream-fetish-urine.html

17 Claim 3	Infringement Contention
18 The synthetic urine solution of claim 1, 19 wherein said at least one ionic compound is 20 selected from the group consisting of carbonate salts, halide salts, hydroxide salts and bromides.	<i>XStream</i> meets the limitations of claim 1 (as shown above) and has at least one of the ionic compounds listed because chloride is a halide salt Spectrum also states that Aim High's non-infringement contentions do not dispute the presence of this limitation in <i>XStream</i> .

23 Claim 4	Infringement Contention

27 SPECTRUM'S SECOND AMENDED DISCLOSURE OF ASSERTED CLAIMS AND INFRINGEMENT CONTENTIONS	6 2:22-cv-158
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1	The synthetic urine solution of claim 3, further including urea dissolved within said solution.	XStream meets the limitations of claim 3 (as shown above) and has urea dissolved within the solution, as advertised by Aim High on its website: https://www.xstreamurine.com/xstream-fetish-urine.html
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Claim 5	Infringement Contention
A method of manufacturing a synthetic urine solution comprising:	Because XStream is a synthetic urine solution, Aim High and its manufacturers, suppliers, vendors, independent contractors, and/or employees, have used a method of manufacturing a synthetic urine solution by making each of the Infringing Products. ²
providing water;	XStream is manufactured by providing water.
dissolving creatinine and biocide into said water to form a solution exhibiting a specific gravity level, said creatinine and biocide being selected in relative concentrations to minimize sepsis, wherein said biocide is selected from the group consisting of 2-bromo-4-hydroxyacetophenone, bronopol, carbamates, chlorothioethers, 2-(Dibromo-3-nitrilopropionamide, 2-(Decylthio)ethanamine, glutaraldehydes, isothiazolines, Methylene bis(thiocyanate), polyquat, Alkyldimethylbenzylammonium chloride, sulfones, Bis(tributyltin) oxide, tertbutylazines, Tetrachloro-2, 4,6-cyano-3-benzonitrile, 2(thiocyanomethylthio) benzothiazole, thiones, Tetrakis(hydroxymethyl) phosphonium sulfate, Tributyltetradecylphosphonium, chloride, peroxides, hypochlorites, and	XStream is manufactured by dissolving creatinine and biocide into said water to form a solution exhibiting a specific gravity level, said creatinine and biocide being selected in relative concentrations to minimize sepsis, wherein at least one of the biocides is methylisothiazolinone, which is an isothiazolinone.

² At this stage, Spectrum takes no position as to whether the preamble is limiting. Instead, Spectrum merely shows that, if the Court determines that it is limiting, then the limitation is found in the accused products.

1	super oxides; and	
2	adjusting said specific gravity level of said 3 solution to between 1.005 g/cm ³ and 1.025 4 g/cm ³ .	XStream is manufactured by adjusting said 5 specific gravity level of said solution to 6 between 1.005 g/cm ³ and 1.025 g/cm ³ . 7 Spectrum further states that the Element 8 test report that was provided to Aim High's 9 counsel at his request on October 11, 2021, 10 shows that XStream has a specific gravity of 11 1.010 g/cm ³ at 25 deg. C. Spectrum also 12 states that Aim High's non-infringement 13 contentions do not dispute the presence of 14 this limitation in XStream. Spectrum 15 provides this supplemental information to 16 comply with the Court's June 30, 2023 Order 17 to allow Aim High to understand 18 Spectrum's theory of infringement, and not 19 to actually prove infringement. Spectrum provides this statement without waiver of any undisclosed work-product, including work-product relating to Element testing. Spectrum has not yet decided what evidence it will rely upon to prove infringement at the summary judgment and trial stages, and it has not yet selected any testifying expert. Spectrum will make those decisions later in accordance with the Court's case schedule, including deadlines for the disclosure of testifying expert reports and dispositive motions and briefing.
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Claim 6

The method of claim 5 further comprising sealing said synthetic urine solution within a container so as to further minimize sepsis of said synthetic urine solution.

Infringement Contentions

XStream meets the limitations of claim 5 (as shown above) and is manufactured by "sealing said synthetic urine solution within a container so as to further minimize sepsis of said synthetic urine solution."

Claim 7

The method of claim 6 further comprising

Infringement Contentions

XStream meets the limitations of claim 6 (as

adding urea to said synthetic urine solution shown above) and is manufactured by “adding urea to said synthetic solution.”

Claim 8	Infringement Contentions
The method of claim 5 further comprising adding urea to said synthetic urine solution.	<i>XStream</i> meets the limitations of claim 5 (as shown above) and is manufactured by “adding urea to said synthetic solution,” as advertised by Aim High on its website: https://www.xstreamurine.com/xstream-fetish-urine.html

Claim 9	Infringement Contentions
The method of claim 5, further comprising the step of adjusting the pH level of the solution between 3 and 10	XStream is manufactured by “adjusting the pH level of the solution between 3 and 10.”

Claim 10	Infringement Contentions
A method of manufacturing a synthetic urine solution comprising:	Because <i>XStream</i> is each a synthetic urine solution, Aim High and its manufacturers, suppliers, vendors, independent contractors, and/or employees, have used a method of manufacturing a synthetic urine solution by making each of the Infringing Products. ³
providing water having a pH between 3 and 10;	<i>XStream</i> is manufactured by “adjusting the pH level of the solution between 3 and 10.”
dissolving creatinine and at least one dissociating ionic compound in the water to form a solution exhibiting a specific gravity, said creatinine and at least one dissociating ionic compound selected in relative concentrations to adjust said specific gravity to between 1.005 g/cm ³ and 1.025 g/cm ³ ;	<i>XStream</i> is manufactured by dissolving creatinine and at least one dissociating ionic compound in the water to form a solution exhibiting a specific gravity, said creatinine and at least one dissociating ionic compound selected in relative concentrations to adjust said specific gravity to between 1.005 g/cm ³ and 1.025 g/cm ³ ;
adding a biocide into said solution, said biocide is selected from the group consisting of 2-bromo-4-hydroxyacetophenone, bronopol,	adding a biocide into said solution, where at least one of the biocides is methylisothiazolinone, which is an

³ At this stage, Spectrum takes no position as to whether the preamble is limiting. Instead, Spectrum merely shows that, if the Court determines that it is limiting, then the limitation is found in accused products.

1 carbamates, chlorothioethers, 2-2-Dibromo- 2 3-nitrilopropionamide, 2- 3 (Decylthio)ethanamine, glutaraldehydes, 4 isothiazolines, Methylene bis(thiocyanate), 5 polyquat, Alkyldimethylbenzylammonium 6 chloride, sulfones, Bis(tributyltin) oxide, 7 tertbutylazines, Tetrachloro-2, 4,6-cyano- 8 3-benzonitrile, 2(thiocyanomethylthio) 9 benzothiazole, thiones, 10 Tetrakish(hydroxymethyl) phosphonium 11 sulfate, Tributyltetradecylphosphonium 12 chloride, peroxides, hypochlorites, and 13 super oxides; and 14 15 16 17 18 19 20	isothiazolinone. Spectrum further states that the Element test report that was provided to Aim High's counsel at his request on October 11, 2021, shows that <i>XStream</i> contains chloride (a dissociating ionic compound) and has a specific gravity of 1.010 g/cm ³ at 25 deg. C. Spectrum also states that Aim High's non-infringement contentions do not dispute the presence of this limitation in <i>XStream</i> . Spectrum provides this supplemental information to comply with the Court's June 30, 2023 Order to allow Aim High to understand Spectrum's theory of infringement, and not to actually prove infringement. Spectrum provides this statement without waiver of any undisclosed work-product, including work-product relating to Element testing. Spectrum has not yet decided what evidence it will rely upon to prove infringement at the summary judgment and trial stages, and it has not yet selected any testifying expert. Spectrum will make those decisions later in accordance with the Court's case schedule, including deadlines for the disclosure of testifying expert reports and dispositive motions and briefing.
removing bacteria from said solution.	<i>XStream</i> is manufactured by removing bacteria from solution.

Claim 11	Infringement Contentions
The method of claim 10 wherein the step of dissolving creatinine and at least one dissociating ionic compound also includes dissolving urea in the water, said urea selected in a concentration relative to that of said creatinine and at least one dissociating ionic compound so as to	<i>XStream</i> meets the limitations of claim 10 (as shown above) and is manufactured by "dissolving urea in the water, said urea selected in a concentration relative to that of said creatinine and at least one dissociating ionic compound so as to maintain the specific gravity of the solution

1 maintain the specific gravity of the solution
 2 between 1.005 g/cm³ and 1.025 g/cm³.

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 8 between 1.005 g/cm³ and 1.025 g/cm³,”
 9 namely 1.010 g/cm³. Spectrum further states
 10 that the Element test report that was
 11 provided to Aim High’s counsel at his
 12 request on October 11, 2021, shows that
 13 XStream contains chloride (a dissociating
 14 ionic compound) and has a specific gravity
 15 of 1.010 g/cm³ at 25 deg. C. Spectrum also
 16 states that Aim High’s non-infringement
 17 contentions do not dispute the presence of
 18 this limitation in XStream. Spectrum
 19 provides this supplemental information to
 20 comply with the Court’s June 30, 2023 Order
 21 to allow Aim High to understand
 22 Spectrum’s theory of infringement, and not
 23 to actually prove infringement. Spectrum
 24 provides this statement without waiver of
 25 any undisclosed work-product, including
 26 work-product relating to Element testing.
 27 Spectrum has not yet decided what
 28 evidence it will rely upon to prove
 29 infringement at the summary judgment and
 30 trial stages, and it has not yet selected any
 31 testifying expert. Spectrum will make those
 32 decisions later in accordance with the
 33 Court’s case schedule, including deadlines
 34 for the disclosure of testifying expert reports
 35 and dispositive motions and briefing.

Claim 12

Infringement Contentions

The method of claim 11, further comprising
 the step of sealing said synthetic urine
 solution within a container.

XStream meets the limitations of claim 11 (as
 shown above) and is manufactured by
 “sealing said synthetic urine within a
 container.”

Claim 13

Infringement Contentions

The method of claim 10, further comprising
 the step of sealing said synthetic urine
 solution within a container.

XStream meets the limitations of claim 10
 (as shown above) is manufactured by
 “sealing said synthetic solution within a
 container.”

'105 Patent

Claim 1	Infringement Contentions
A synthetic urine solution comprising: water having a pH between about 3 and about 10; creatinine and a biocide, said creatinine and biocide dissolved within said water to form a solution exhibiting a specific gravity and said creatinine and biocide selected in relative concentrations to minimize sepsis;	XStream's box and website marketing confirms the product is a synthetic urine solution, <i>see xurine.com and xstreamurine.com</i> . ⁴ XStream has water having a pH between 3 and 10. Aim High's website marketing confirms that XStream has creatinine, and Aim High did not deny that its product contains creatinine during pre-litigation communications; XStream has at least one biocide, namely methylisothiazolinone, which is an isothiazolinone; and the concentrations of biocide relative to creatinine minimize sepsis as demonstrated at least by the product not spoiling on store shelves or elsewhere.

⁴ At this stage, Spectrum takes no position as to whether the preamble is limiting. Instead, Spectrum merely shows that, if the Court determines that it is limiting, then the limitation is found in the accused products.

	<p>at least one dissociated ionic compound also dissolved within said solution to adjust the specific gravity of the solution to between 1.005 g/cm³ and 1.025 g/cm³; wherein said biocide is selected from at least one of 2-bromo-4-hydroxyacetophenone, bronopolis, carbamates, chlorothioethers, 2-2-Dibromo-3-nitrilopropionamide, 2-(Decylthio)ethanamine, glutaraldehydes, isothiazolines, Methylene bis(thiocyanate), polyquats, Alkyldimethylbenzylammonium chloride, sulfones, bis(tributyltin) oxide, tertbutylazines, Tetrachloro-2, 4,6-cyano-3-benzonitrile, 2(thiocyanomethylthio)benzothiazole, thiones, Tetrakish(hydroxymethyl)phosphonium sulfate, Tributyltetradecylphosphonium chloride, peroxides, hypochlorites, and super oxides; and</p>
	<p>at least one urea compound provided in conjunction with the synthetic urine solution, wherein the at least one urea compound is carbamide peroxide, and optionally allantoin and optionally hydantoin.</p>

Claim 2	Infringement Contentions
The synthetic urine solution of claim 1, wherein the at least one urea compound is either dissolved within said solution or provided separately to be dissolved within said solution at a subsequent time.	<i>XStream</i> meets the limitations of claim 1 (as shown above) and has at least one urea compound dissolved within the solution, as advertised by Aim High on its website: https://www.xstreamurine.com/xstream-fetish-urine.html
Claim 3	Infringement Contentions
The synthetic urine solution of claim 1, wherein said at least one ionic compound is selected from at least one of carbonate salts, halide salts, hydroxide salts, and bromides.	<i>XStream</i> meets the limitations of claim 1 (as shown above) and has at least one of the ionic compounds listed because chloride is a halide salt Spectrum also states that Aim High's non-infringement contentions do not dispute the presence of this limitation in <i>XStream</i> .
Claim 4	Infringement Contentions
A method of manufacturing a synthetic urine solution comprising:	Because <i>XStream</i> is each a synthetic urine solution, Aim High and its manufacturers, suppliers, vendors, independent contractors, and/or employees, have used a method of manufacturing a synthetic urine solution by making <i>XStream</i> . ⁵
providing water;	<i>XStream</i> is manufactured by providing water.
dissolving creatinine and biocide into said water to form a solution exhibiting a specific gravity level, said creatinine and biocide being selected in relative concentrations to minimize sepsis, wherein said biocide is selected from at least one of 2-bromo-4-hydroxyacetophenone, bronopol, carbamates, chlorothioethers, 2-2-Dibromo-3-nitrilopropionamide, 2-(Decylthio)ethanamine, glutaraldehydes, isothiazolines, Methylene bis(thiocyanate),	<i>XStream</i> is manufactured by dissolving creatinine and biocide into said water to form a solution exhibiting a specific gravity level, said creatinine and biocide being selected in relative concentrations to minimize sepsis, wherein at least one of the biocides is methylisothiazolinone, which is an isothiazolinone.

⁵ At this stage, Spectrum takes no position as to whether the preamble is limiting. Instead, Spectrum merely shows that, if the Court determines that it is limiting, then the limitation is found in the accused products.

1 polyquats, Alkyldimethylbenzylammonium 2 chloride, sulfones, Bis(tributyltin) oxide, 3 tertbutylazines, Tetrachloro-2, 4,6-cyano- 3-benzonitrile, 4 2(thiocyanomethylthio)benzothiazole, thiones, 5 Tetrakish(hydroxymethyl)phosphonium sulfate, Tributyltetradecylphosphonium chloride, peroxides, hypochlorites, and super oxides; 6 7 adjusting said specific gravity level of said 8 solution to between 1.005 g/cm ³ and 1.025 g/cm ³ ; and 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26	
	<i>XStream</i> is manufactured by adjusting said specific gravity level of said solution to between 1.005 g/cm ³ and 1.025 g/cm ³ . Spectrum further states that the Element test report that was provided to Aim High's counsel at his request on October 11, 2021, shows that <i>XStream</i> has a specific gravity of 1.010 g/cm ³ at 25 deg. C. Spectrum also states that Aim High's non-infringement contentions do not dispute the presence of this limitation in <i>XStream</i> . Spectrum provides this supplemental information to comply with the Court's June 30, 2023 Order to allow Aim High to understand Spectrum's theory of infringement, and not to actually prove infringement. Spectrum provides this statement without waiver of any undisclosed work-product, including work-product relating to Element testing. Spectrum has not yet decided what evidence it will rely upon to prove infringement at the summary judgment and trial stages, and it has not yet selected any testifying expert. Spectrum will make those decisions later in accordance with the Court's case schedule, including deadlines for the disclosure of testifying expert reports and dispositive motions and briefing.
providing at least one urea compound in conjunction with the synthetic urine	<i>XStream</i> is manufactured by providing at least one of the urea compounds listed, as

1	solution, wherein the at least one urea 2 compound is carbamide peroxide, and 3 optionally allantoin and optionally hydantoin.	advertised by Aim High on its website: https://www.xstreamurine.com/xstream-fetish-urine.html
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Claim 5	Infringement Contentions
5 The method of claim 4, wherein the at least 6 one urea compound is either dissolved 7 within said solution or provided separately 8 to be dissolved within said solution at a 9 subsequent time.	XStream meets the limitations of claim 4 (as shown above) and is manufactured by dissolving at least one urea compound within the solution, as advertised by Aim High on its website: https://www.xstreamurine.com/xstream-fetish-urine.html

Claim 6	Infringement Contentions
10 The method of claim 4 further comprising 11 sealing said synthetic urine solution within 12 a container so as to further minimize sepsis 13 of said synthetic urine solution.	XStream meets the limitations of claim 4 (as shown above) is manufactured by sealing the solution within a container to further minimize sepsis.

Claim 7	Infringement Contentions
14 The method of claim 4, further comprising 15 the step of adjusting the pH level of the 16 solution between about 3 and about 10.	XStream meets the limitations of claim 4 (as shown above) is manufactured by adjusting the pH between 3 and 10.

Claim 8	Infringement Contentions
17 A method of manufacturing a synthetic 18 urine solution comprising: 19 20 21	Because XStream is each a synthetic urine solution, Aim High and its manufacturers, suppliers, vendors, independent contractors, and/or employees, have used a method of manufacturing a synthetic urine solution by making each of the Infringing Products. ⁶
22 providing water having a pH between about 23 3 and about 10;	XStream is manufactured by providing water having a pH between 3 and 10.
24 dissolving creatinine and at least one dissociating ionic compound in the water to	XStream is manufactured by dissolving creatinine and at least one dissociating

25 ⁶ At this stage, Spectrum takes no position as to whether the preamble is limiting. Instead, Spectrum merely
26 shows that, if the Court determines that it is limiting, then the limitation is found in the accused products.

	<p>1 form a solution exhibiting a specific gravity, 2 said creatinine and at least one dissociating 3 ionic compound selected in relative 4 concentrations to adjust said specific gravity 5 to between 1.005 g/cm³ and 1.025 g/cm³;</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p>
<p>22 adding a biocide into said solution, said 23 biocide is selected from at least one of 2- 24 bromo-4-hydroxyacetophenone, bronopolis, carbamates, chlorothioethers, 2-2-Dibromo- 25 3-nitrilopropionamide, 2-(Decylthio)ethanamine, glutaraldehydes, isothiazolines, Methylene bis(thiocyanate),</p> <p>26</p>	<p>XStream is manufactured by adding at least one of the biocides listed, namely methylisothiazolinone, which is an isothiazolinone.</p>

1	polyquats, Alkyldimethylbenzylammonium 2 chloride, sulfones, Bis(tributyltin) oxide, tertbutylazines, Tetrachloro-2, 4,6-cyano- 3 benzonitrile, 2(thiocyanomethylthio)benzothiazole, 4 thiones, 5 Tetrakish(hydroxymethyl)phosphonium 6 sulfate, Tributyltetradecylphosphonium chloride, peroxides, hypochlorites, and super oxides;	
7	removing bacteria from said solution;	<i>XStream</i> is manufactured by removing bacteria from the solution.
8	and providing at least one urea compound 9 in conjunction with the synthetic urine 10 solution, wherein the at least one urea 11 compound is carbamide peroxide, and optionally allantoin and optionally hydantoin.	<i>XStream</i> is manufactured by providing at least one of the urea compounds listed in conjunction with the synthetic urine solution.

Claim 9	Infringement Contentions
The method of claim 8, wherein the at least one urea compound is either dissolved within said solution or provided separately to be dissolved within said solution at a subsequent time.	<i>XStream</i> meets the limitations of claim 8 (as shown above) and is manufactured by dissolving at least one urea compound in the solution.

Claim 10	Infringement Contentions
The method of claim 9 wherein the step of dissolving creatinine and at least one dissociating ionic compound also includes dissolving the at least one urea compound in the water, said at least one urea compound selected in a concentration relative to that of said creatinine and at least one dissociating ionic compound so as to maintain the specific gravity of the solution between 1.005 g/cm ³ and 1.025 g/cm ³ .	<i>XStream</i> meets the limitations of claim 9 (as shown above) and is manufactured by dissolving creatinine, at least one dissociating ionic compound, and at least one urea compound in the water, where the concentration of urea relative to creatinine and at least one dissociating ionic compound maintains the specific gravity between 1.005 g/cm ³ and 1.025 g/cm ³ . Spectrum further states that the Element test report that was provided to Aim High's counsel at his request on October 11, 2021, shows that <i>XStream</i> contains chloride (a dissociating ionic compound) and has a

1 specific gravity of 1.010 g/cm³ at 25 deg. C.
 2 Spectrum also states that Aim High's non-
 3 infringement contentions do not dispute
 4 the presence of this limitation in *XStream*.
 5 Spectrum provides this supplemental
 6 information to comply with the Court's June
 7 30, 2023 Order to allow Aim High to
 8 understand Spectrum's theory of
 9 infringement, and not to actually prove
 10 infringement. Spectrum provides this
 11 statement without waiver of any
 12 undisclosed work-product, including work-
 13 product relating to Element testing.
 14 Spectrum has not yet decided what
 15 evidence it will rely upon to prove
 16 infringement at the summary judgment and
 17 trial stages, and it has not yet selected any
 18 testifying expert. Spectrum will make those
 19 decisions later in accordance with the
 20 Court's case schedule, including deadlines
 21 for the disclosure of testifying expert reports
 22 and dispositive motions and briefing.

Claim 11	Infringement Contentions
The method of claim 10, further comprising the step of sealing said synthetic urine solution within a container.	<i>XStream</i> meets the limitations of claim 10 (as shown above) and is manufactured by sealing the solution in a container.
Claim 12	Infringement Contentions
The method of claim 8, further comprising the step of sealing said synthetic urine solution within a container.	<i>XStream</i> meets the limitations of claim 8 (as shown above) and is manufactured by sealing the solution in a container.
Claim 13	Infringement Contentions
The method of claim 8, wherein the bacteria are removed from said solution using an in situ agent selected from at least one of	<i>XStream</i> meets the limitations of claim 8 (as shown above) and is manufactured by using at least one of the in situ agents listed to

ozone, dioxides, ultraviolet radiation, and irradiation processes followed by hermetic sealing of the solution.

remove bacteria, followed by hermetic sealing of the solution.

III. Literal presence v. Doctrine of Equivalents (LPR 1-6(e))

Based upon the foregoing, Spectrum contends that each element of each asserted claim limitation is literally present in *XStream*. To the extent the finder of fact is asked to decide whether one or more claim limitations are present in Xstream, Spectrum reserves the right to assert each claim limitation is either literally present or present under the doctrine of equivalents.

IV. Priority of Prior Application (LPR 1-6(f))

Spectrum does not contend that the '776 patent claims a priority date of an earlier filed application. The '105 patent claims the priority date of provisional application number 61/819,775, filed on May 6, 2013.

V. Spectrum Products that Practice the Inventions (LPR 1-6(g))

Spectrum asserts that its own synthetic urine products practice the '776 and '105 patents. Specifically, claims 1-13 of the '776 patent cover Spectrum's Quick Fix Synthetic Urine and Quick Fix Plus Synthetic Urine, but not as those products may have existed on or before January 28, 2003. Claims 1-13 of the '105 patent cover Spectrum's Quick Fix Synthetic Urine and Quick Fix Plus Synthetic Urine, but not as those products may have existed on or before May 6, 2012.

VI. Willful Infringement (LPR 1-6(h))

Aim High has willfully infringed the '776 and '105 patents because, despite knowledge of both patents, it engaged and continued to engage in activities that it knew would infringe both patents where the risk of infringement was obvious. Moreover, Aim High acted inconsistently with the standards of behavior for the industry, appear to have intentionally copied Spectrum's patented Quick Fix products, lacked any reasonable basis

1 for believing that it did not infringe or that the patents were invalid, did not make any good
2 faith effort to avoid infringing either patent, has concealed their infringement, and likely
3 has destroyed evidence of their infringement.

4 **VII. Document Production (LPR 1-7)**

5 As to documents required to be produced together with these disclosures and
6 contentions, Spectrum states:

7 (a) It has no documents evidencing any discussion with, disclosure to, or other
8 manner of providing to a third party, or sale of or offer to sell, or any public use of, the
9 claimed inventions before the patent application or priority date.

10 (b) Spectrum's conception and reduction to practice documents were produced in
11 the file histories, as AIMHIGHoooo1 to AIMHIGHoo391.

12 (c) The file histories for the patents were produced as AIMHIGHoooo1 to
13 AIMHIGHoo391.

14 (d) Documents evidencing Spectrum's ownership of the asserted patents are
15 produced as Spectrum_oooo01 to Spectrum_oooo04.

16 (e) Spectrum's documents showing that its products are covered by its patents were
17 produced as Spectrumoooo05-6; Spectrumooo712-15

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1 Dated: July 20, 2023

Respectfully submitted,

2 /s/ Matthew J. Cavanagh

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16 **CERTIFICATE OF SERVICE**

17 I hereby certify that on July 20, 2023, the foregoing was served by email upon counsel
18 for each of the parties in the case.

21 /s/ Matthew J. Cavanagh

22 Matthew J. Cavanagh